

**Amendment to the Interconnection Agreement
Between
Utility USA, Inc. and
BellSouth Telecommunications, Inc.
Dated October 9, 2003**

This Amendment is entered into by and between Utility USA, Inc. (Utility USA) and BellSouth Telecommunications, Inc. ("BellSouth") hereinafter referred to collectively as the "Parties," to amend that certain Interconnection Agreement between the Parties dated October 9, 2003 ("Interconnection Agreement") to be effective as of the date of the last signature to the amendment.

WHEREAS, Utility USA has changed the name of said business to Utility USA, Inc. d/b/a Vizon Telecom (Utility, USA), a Florida corporation.

WHEREAS, the Parties desire that the Interconnection Agreement be amended to reflect the correct corporate entity name.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The name of Utility USA, Inc. (Utility USA) in the Interconnection Agreement is hereby deleted throughout the Interconnection Agreement and replaced with Utility USA, Inc. d/b/a Vizon Telecom (Utility, USA).
2. The Parties agree to delete and replace Section 20.1 of General Terms and Conditions as follows:

20.1 Every notice, consent, approval, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by overnight courier or by US mail postage prepaid, address to:

BellSouth Telecommunications, Inc.

BellSouth Local Contract Manager
600 North 19th Street, 8th floor
Birmingham, AL 35203

and

ICS Attorney
Suite 4300
675 West Peachtree Street
Atlanta, GA 30375

9/15/02

Utility USA, Inc.
Utility USA, Inc.
d/b/a Vizon Telecom

Oscar Nodarse
President
122 N. Military Trail
Suite G
West Palm Beach, FL 33415
Phone: 561-856-0297
Email: onodarse@aol.com

or at such other address as the intended recipient previously shall have designated by written notice to the other Party.

3. All of the other provisions of the Interconnection Agreement, dated October 9, 2003, shall remain in full force and effect.

4. Either or both of the Parties is authorized to submit this Amendment to each Public Service Commission for approval subject to Section 252(e) of the Telecommunications Act of 1996.

General Terms and Conditions
Signature Page

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.By: Name: Kristen E. RoweTitle: DirectorDate: 5/25/05**Utility USA, Inc.**By: Name: OSCAR NODARSETitle: PresidentDate: 5/24/05